

CONDITIONS FOR INCLUSION INTO TERMS OF PRIZE BY SC2 CITIES

1. ***Intellectual Property.*** All Proposals and Plans submitted as part of the *SC2 Challenge*, and the ideas contained therein, will be owned by the City. Pursuant to 17 U.S.C. § 105, the City will provide the Economic Development Administration (EDA) royalty-free nonexclusive and irrevocable rights to reproduce, publish or otherwise use the work, or allow such use by other entities for government purposes. The City may elect to copyright any or all portions of the Proposals and Plans submitted, provided doing so, does not impinge on the right of EDA to use and disseminate the copyrighted material.
2. ***Conflict of Interest.*** Judges of the *SC2 Challenge* competition must not receive any direct or indirect financial or personal interests or benefits in connection with this award or its use for payment or reimbursement of costs by or to the recipient. A financial interest or benefit may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the group selected or to be selected for a sub-award. Pursuant to 13 C.F.R. § 302.17(b), judges of the *SC2 Challenge* competition should also refrain from the appearance of impairment of objectivity, such as could result from an organization where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

No members of EDA, the City soliciting for Proposals or Plans, or their immediate family (parents, husband, wife, child, brother, sister) is eligible to receive a prize under this competition.

3. ***Hold Harmless.*** EDA and its employees expressly disclaim any and all responsibility or liability to the City or participants of the *SC2 Challenge* competition for any and all unlawful or inappropriate actions. To the extent permitted by law, the City and any *SC2 Challenge* participant agrees to indemnify and hold EDA and its employees harmless from and against all liabilities that it may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Proposal or Plan, selection and awarding of prize funds, and all related activities, as outlined in 13 C.F.R. § 302.19.
4. ***Unconditional Prize.*** The City agrees that any award provided for the winning Proposal or Plan will be unencumbered and unconditioned. The City shall make no requirement as a condition of awarding prize funds that requires the winning recipient(s) to implement all or portions of the proposed plan.
5. ***Requirement to Abide by All Federal, State, and Local Laws.*** In administering and applying to this competition, all federal, state, and local laws must be followed, including but not limited to the requirement that a parent or legal guardian of any minor participant abide by all applicable requirements to enter into contracts on the minor's behalf.